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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10

11 EDGAR MENDOZA, on behalf of  
12 himself and all others similarly  
13 situated,

14 Plaintiff,

15 v.

16 XPO LOGISTICS CARTAGE, LLC,  
17 dba XPO LOGISTICS, a Delaware  
18 Limited Liability Company; XPO  
19 LOGISTICS, INC., dba XPO  
20 LOGISTICS, a Delaware  
21 Corporation; JAVIER MARTIN  
22 DEL CAMPO, an Individual; and  
23 DOES 1 through 100, inclusive,

24 Defendants.

25 XPO LOGISTICS CARTAGE, LLC,  
26 dba XPO LOGISTICS, a Delaware  
27 Limited Liability Company,

28 Cross-Complainant,

v.

CASE NO. 2:18-cv-09144 SJO(Ex)

**[PROPOSED] ORDER ON  
STIPULATED PROTECTIVE  
ORDER REGARDING  
CONFIDENTIAL INFORMATION**

Magistrate Judge: Hon. Charles F. Eick  
Crtrm: 750

Complaint Filed: July 2, 2018

1 EDGAR MENDOZA, on behalf of  
2 himself and all others similarly  
3 situated,

4 Cross-Defendants.  
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1 WHEREAS, Plaintiff and Cross-Defendant Edgar Mendoza (“Plaintiff”) and  
 2 Defendant and Cross-Complainant XPO Logistics Cartage, LLC dba XPO Logistics  
 3 (“XPO” or “Defendant/Cross-Complainant”) have determined that certain  
 4 information to be produced in this action may contain Confidential Information (as  
 5 defined below), the unauthorized disclosure of which could be detrimental to the  
 6 legitimate commercial or privacy interests of the parties that produced or designated  
 7 this information as confidential or would contravene applicable law;

8 THE PARTIES HEREBY SITPULATE, by and through their respective  
 9 counsel of record, to entry of the following protective order as an order of the  
 10 above-captioned Court (“Stipulated Protective Order”) and propose to the Court as  
 11 follows:

12 1. PURPOSES AND LIMITATIONS

13 Discovery in this action potentially involves production of confidential,  
 14 proprietary or private information for which special protection from public  
 15 disclosure and from use for any purpose other than pursuing this litigation may be  
 16 warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
 17 enter the following Stipulated Protective Order. The parties acknowledge that this  
 18 Order does not confer blanket protections on all disclosures or responses to  
 19 discovery and that the protection it affords from public disclosure and use extends  
 20 only to the limited information or items that are entitled to confidential treatment  
 21 under the applicable legal principles.

22 2. GOOD CAUSE STATEMENT

23 Discovery is likely to involve trade secrets, confidential and proprietary  
 24 information concerning XPO’s business operations, XPO’s contracts and  
 25 agreements with customers and drivers, personal information of Plaintiff and other  
 26 third party individuals, including personal identifying information such as social  
 27 security numbers, customer and pricing lists, and other valuable commercial,  
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1 financial, technical and/or proprietary information for which special protection  
 2 from public disclosure and from use for any purpose other than prosecution of this  
 3 action may be warranted. Such confidential and proprietary materials and  
 4 information consist of, among other things, confidential business or financial  
 5 information, information regarding confidential business practices, or commercial  
 6 information (including information implicating privacy rights of third parties),  
 7 information otherwise generally unavailable to the public, or which may be  
 8 privileged or otherwise protected from disclosure under state or federal statutes,  
 9 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
 10 information, to facilitate the prompt resolution of disputes over confidentiality of  
 11 discovery materials, to adequately protect information the parties are entitled to  
 12 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
 13 of such material in preparation for and in the conduct of trial, to address their  
 14 handling at the end of the litigation, and to serve the ends of justice, a protective  
 15 order for such information is justified in this matter. It is the intent of the parties  
 16 that information will not be designated as confidential for tactical reasons and that  
 17 nothing be so designated without a good faith belief that it has been maintained in a  
 18 confidential, non-public manner, and there is good cause why it should not be part  
 19 of the public record of this case.

### 20 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

21 The parties further acknowledge, as set forth in Section 14.3, below, that this  
 22 Stipulated Protective Order does not entitle them to file confidential information  
 23 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
 24 and the standards that will be applied when a party seeks permission from the court  
 25 to file material under seal. There is a strong presumption that the public has a right  
 26 of access to judicial proceedings and records in civil cases. In connection with non-  
 27 dispositive motions, good cause must be shown to support a filing under seal. See  
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1 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006),  
 2 Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-  
 3 Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
 4 stipulated protective orders require good cause showing). A specific showing of  
 5 good cause or compelling reasons with proper evidentiary support and legal  
 6 justification, must be made with respect to Protected Material that a party seeks to  
 7 file under seal. The parties' mere designation of Disclosure or Discovery Material  
 8 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
 9 ONLY" does not— without the submission of competent evidence by declaration,  
 10 establishing that the material sought to be filed under seal qualifies as confidential,  
 11 privileged, or otherwise protectable—constitute good cause.

12 Further, if a party requests sealing related to a dispositive motion or trial,  
 13 then compelling reasons, not only good cause, for the sealing must be shown, and  
 14 the relief sought shall be narrowly tailored to serve the specific interest to be  
 15 protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir.  
 16 2010). For each item or type of information, document, or thing sought to be filed  
 17 or introduced under seal, the party seeking protection must articulate compelling  
 18 reasons, supported by specific facts and legal justification, for the requested sealing  
 19 order. Again, competent evidence supporting the application to file documents  
 20 under seal must be provided by declaration.

21 Any document that is not confidential, privileged, or otherwise protectable in  
 22 its entirety will not be filed under seal if the confidential portions can be redacted.  
 23 If documents can be redacted, then a redacted version for public viewing, omitting  
 24 only the confidential, privileged, or otherwise protectable portions of the document,  
 25 shall be filed. Any application that seeks to file documents under seal in their  
 26 entirety should include an explanation of why redaction is not feasible.  
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1           4.     DEFINITIONS

2           4.1    Action: The instant action: *Edgar Mendoza v. XPO Logistics Cartage,*  
3     *LLC dba XPO Logistics, et al., 2:18-cv-09144-SJO-Ex.*

4           4.2    Challenging Party: a Party or Non-Party that challenges the  
5     designation of information or items under this Order.

6           4.3    “CONFIDENTIAL” Information or Items: information (regardless of  
7     how it is generated, stored or maintained) or tangible things in the possession of a  
8     Designating Party who believes in good faith that such Information or Items are  
9     entitled to confidential treatment.

10          4.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
11     their support staff).

12          4.5    Designating Party: a Party or Non-Party that designates information or  
13     items that it produces in disclosures or in responses to discovery as  
14     “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
15     ONLY.”

16          4.6    Disclosure or Discovery Material: all items or information, regardless  
17     of the medium or manner in which it is generated, stored, or maintained (including,  
18     among other things, testimony, transcripts, and tangible things), that are produced  
19     or generated in disclosures or responses to discovery or testified to during  
20     deposition or other proceedings.

21          4.7    Expert: a person with specialized knowledge or experience in a matter  
22     pertinent to the litigation who has been retained by a Party or its Counsel to serve as  
23     an expert witness, or expert consultant, in this Action.

24          4.8    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
25     Information or Items: information (regardless of how it is generated, stored or  
26     maintained) or tangible things in the possession of a Designating Party who  
27     believes in good faith that the Disclosure of such Information or Item to another  
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1 Party or Non-Party would create a substantial risk of serious financial or other  
 2 injury that cannot be avoided by less restrictive means.

3 4.9 House Counsel: attorneys who are employees of a party to this Action.  
 4 House Counsel does not include Outside Counsel of Record or any other outside  
 5 counsel.

6 4.10 Non-Party: any natural person, partnership, corporation, association or  
 7 other legal entity not named as a Party to this Action.

8 4.11 Outside Counsel of Record: attorneys who are not employees of a  
 9 Party to this Action, but are retained to represent a Party to this Action and have  
 10 appeared in this Action on behalf of that Party or are affiliated with a law firm that  
 11 has appeared on behalf of that Party, and includes support staff.

12 4.12 Party: any party to this Action, including all of its officers, directors,  
 13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
 14 support staffs).

15 4.13 Producing Party: a Party or Non-Party that produces Disclosure or  
 16 Discovery Material in this Action.

17 4.14 Professional Vendors: persons or entities that provide litigation  
 18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
 20 and their employees and subcontractors.

21 4.14 Protected Material: any Disclosure or Discovery Material that is  
 22 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
 23 ATTORNEYS’ EYES ONLY.”

24 4.15 Receiving Party: a Party that receives Disclosure or Discovery  
 25 Material from a Producing Party.

## 26 5. SCOPE

27 The protections conferred by this Stipulation and Order cover not only  
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1 Protected Material (as defined above), but also (1) any information copied or  
 2 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
 3 compilations of Protected Material; and (3) any testimony, conversations, or  
 4 presentations by Parties or their Counsel that might reveal Protected Material.

5 Any use of Protected Material at trial shall be governed by the orders of the  
 6 trial judge and other applicable authorities. This Order does not govern the use of  
 7 Protected Material at trial.

8 6. DESIGNATING PROTECTED MATERIAL

9 6.1 Exercise of Restraint and Care in Designating Material for Protection.

10 Each Party or Non-Party that designates information or items for protection under  
 11 this Stipulated Protective Order as “CONFIDENTIAL” or “HIGHLY  
 12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” must take care to limit any  
 13 such designations to specific material that qualifies under the appropriate standards.  
 14 The Designating Party must designate for protection only those parts of material,  
 15 documents, items or oral or written communications that qualify so that other  
 16 portions of the material, documents, items or communications for which protection  
 17 is not warranted are not swept unjustifiably within the ambit of this Order.  
 18 Designations with a higher confidentiality level when a lower level would suffice  
 19 are prohibited.

20 Mass, indiscriminate or routinized designations are prohibited. Designations  
 21 that are shown to be clearly unjustified or that have been made for an improper  
 22 purpose (e.g., to unnecessarily encumber the case development process or to  
 23 impose unnecessary expenses and burdens on other parties) may expose the  
 24 Designating Party to sanctions.

25 If it comes to a Designating Party’s attention that information or items that it  
 26 designated for protection do not qualify for protection or do not qualify for the level  
 27 of protection initially asserted, that Designating Party must promptly notify all  
 28



1 other Parties that it is withdrawing the inapplicable designation.

2 6.2 Manner and Timing of Designations. Except as otherwise provided in  
3 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material  
4 that qualifies for protection under this Order must be clearly so designated before  
5 the material is disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or trial  
9 proceedings), that the Producing Party affix at a minimum, the applicable legend  
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
11 ONLY” (hereinafter “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
12 legend), to each page that contains protected material. If only a portion of the  
13 material on a page qualifies for protection, the Producing Party also must clearly  
14 identify the protected portion(s) (e.g., by making appropriate markings in the  
15 margins).

16 A Party or Non-Party that makes original documents available for inspection  
17 need not designate them for protection until after the inspecting Party has indicated  
18 which documents it would like copied and produced. During the inspection and  
19 before the designation, all of the material made available for inspection shall be  
20 deemed “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified the  
21 documents it wants copied and produced, the Producing Party must determine  
22 which documents, or portions thereof, qualify for protection under this Order. Then,  
23 before producing the specified documents, the Producing Party must affix the  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” legend to each page that  
25 contains Protected Material. If only a portion of the material on a page qualifies for  
26 protection, the Producing Party also must clearly identify the protected portion(s)  
27 (e.g., by making appropriate markings in the margins).  
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(b) for testimony given in deposition or other proceeding, the Designating Party shall specify all protected testimony and the level of protection being asserted. In the case of a deposition, the Designating Party may make that designation during the deposition or on the next business day following the deposition. In the case of other proceeding(s), the Designating Party may make that designation during the proceeding or may also invoke, on the record or by written notice to all parties on or before the next business day, a right to have up to 7-days from the date the proceeding transcript is received by the Designating Party to make its designations. In the event there is a motion or hearing deadline for which the proceeding testimony, other than deposition testimony, may be necessary, the Designating Party shall make its designations to the proceeding transcript by 5:00 PST at least three (3) business days before the motion or hearing deadline. The use of a document as an exhibit at a deposition or hearing shall not in any way affect its designation.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

1           7.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           7.1.   Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5           7.2   Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37-1 et seq.

7           7.3   Joint Stipulation. Any challenge submitted to the Court shall be via a  
8 joint stipulation pursuant to Local Rule 37-2.

9           7.4   The burden of persuasion in any such challenge proceeding shall be on  
10 the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties) may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party's designation until the Court rules on the  
16 challenge.

17           8.     ACCESS TO AND USE OF PROTECTED MATERIAL

18           8.1   Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a  
23 Receiving Party must comply with the provisions of Section 14 below (FINAL  
24 DISPOSITION).

25           Protected Material must be stored and maintained by a Receiving Party at a  
26 location and in a secure manner that ensures that access is limited to the persons  
27 authorized under this Order.  
28

1           8.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
 2 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
 3 Receiving Party may disclose any information or item designated  
 4 “CONFIDENTIAL” only to:

5                   (a)    the Receiving Party’s Outside Counsel of Record in this Action,  
 6 as well as employees of said Outside Counsel of Record to whom it is reasonably  
 7 necessary to disclose the information for this Action;

8                   (b)    the officers, directors, and employees (including House  
 9 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
 10 Action;

11                   (c)    Experts (as defined in this Order) of the Receiving Party to  
 12 whom disclosure is reasonably necessary for this Action and who have signed the  
 13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14                   (d)    the Court and its personnel;

15                   (e)    court reporters and their staff;

16                   (f)    professional jury or trial consultants, mock jurors, and  
 17 Professional Vendors to whom disclosure is reasonably necessary for this Action  
 18 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
 19 A);

20                   (g)    the author or recipient of a document containing the information  
 21 or a custodian or other person who otherwise possessed or knew the information;

22                   (h)    during their depositions, witnesses, and attorneys for witnesses,  
 23 in the Action to whom disclosure is reasonably necessary provided the witness and  
 24 the witness’s attorney sign the form attached as Exhibit A hereto. Pages of  
 25 transcribed deposition testimony or exhibits to depositions that reveal Protected  
 26 Material may be separately bound by the court reporter and may not be disclosed to  
 27 anyone except as permitted under this Stipulated Protective Order; and  
 28

(i) any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” Information or Items. Unless permitted in writing by the Designating Party, a Receiving Party may disclose material designated “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” without further approval only to:

- (a) the Receiving Party’s Outside Counsel of Record in this Action and employees of Outside Counsel of Record to whom it is reasonably necessary to disclose the information;
- (b) the Court and its personnel;
- (c) court reporters and their staff;
- (d) professional jury or trial consultants, and professional vendors to whom disclosure is reasonably necessary, and who have signed the Acknowledgment and Agreement to Be Bound (Exhibit A);
- (e) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and
- (f) the author or recipient of a document containing the material, or a custodian or other person who otherwise possessed or knew the information.

8.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” Material to House Counsel or Experts. Unless agreed to in writing by the designator:

- (a) A party seeking to disclose to House Counsel any material designated “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” must first make a written request to the Designating Party providing the full name of the

House Counsel, the city and state of such counsel's residence, and such counsel's current and reasonably foreseeable future primary job duties and responsibilities in sufficient detail to determine present or potential involvement in any competitive decision-making.

(b) A Party that makes a request and provides the information specified in paragraph (a) may disclose the designated material to the identified House Counsel unless, within seven days of delivering the request, the Party receives a written objection from the Designating Party providing detailed grounds for the objection.

(d) All challenges to objections from the Designating Party shall proceed in accordance with Section 7 above.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action

1 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 2 ONLY” before a determination by the court from which the subpoena or order  
 3 issued, unless the Party has obtained the Designating Party’s permission. The  
 4 Designating Party shall bear the burden and expense of seeking protection in that  
 5 court of its Protected Material and nothing in these provisions should be construed  
 6 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
 7 directive from another court.

8 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 9 PRODUCED IN THIS LITIGATION

10 (a) The terms of this Order are applicable to information produced  
 11 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
 12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
 13 Non-Parties in connection with this litigation is protected by the remedies and relief  
 14 provided by this Order. Nothing in these provisions should be construed as  
 15 prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery  
 17 request, to produce a Non-Party’s Protected Material in its possession, and the Party  
 18 is subject to an agreement with the Non-Party not to produce the Non-Party’s  
 19 Protected Material, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the  
 21 Non-Party, within fourteen (14) days of receiving the request, that some or  
 22 all of the information requested is subject to a confidentiality agreement with  
 23 a Non-Party;

24 (2) promptly provide the Non-Party, within fourteen (14)  
 25 days of receiving the request, with a copy of the Stipulated Protective Order  
 26 in this Action, the relevant discovery request(s), and a reasonably specific  
 27 description of the information requested; and  
 28



1 (3) make the information requested available for inspection  
2 by the Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this Court  
4 within 14 days of receiving the notice and accompanying information, the  
5 Receiving Party may produce the Non-Party's Protected Material responsive to the  
6 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
7 Party shall not produce any information in its possession or control that is subject to  
8 the confidentiality agreement with the Non-Party before a determination by the  
9 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
10 expense of seeking protection in this Court of its Protected Material.

11 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
13 Protected Material to any person or in any circumstance not authorized under this  
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
15 writing the Designating Party of the unauthorized disclosures, (b) use its best  
16 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
17 person or persons to whom unauthorized disclosures were made of all the terms of  
18 this Order, and (d) request such person or persons to execute the "Acknowledgment  
19 an Agreement to Be Bound" attached hereto as Exhibit A.

20 12. INADVERTENT PRODUCTION OF PRIVILEGED OR  
21 OTHERWISE PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other  
24 protection, the obligations of the Receiving Parties are those set forth in Federal  
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
26 whatever procedure may be established in an e-discovery order that provides for  
27 production without prior privilege review. Pursuant to Federal Rule of Evidence  
28



1 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
 2 of a communication or information covered by the attorney-client privilege or work  
 3 product protection, the Parties may incorporate their agreement in the stipulated  
 4 protective order submitted to the court.

5 13. MISCELLANEOUS

6 13.1 Right to Further Relief. Nothing in this Order abridges the rights of  
 7 any Party to seek its modification by the Court in the future.

8 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
 9 Protective Order, no Party waives any right it otherwise would have to object to  
 10 disclosing or producing any information or item on any ground not addressed in  
 11 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
 12 any ground to use in evidence of any of the material covered by this Protective  
 13 Order.

14 13.3 Filing Protected Material. A Party that seeks to file under seal any  
 15 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
 16 may only be filed under seal pursuant to a court order authorizing the sealing of the  
 17 specific Protected Material. If a Party's request to file Protected Material under seal  
 18 is denied by the court, then the Receiving Party may file the information in the  
 19 public record unless otherwise instructed by the court.

20 14. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in Section 4, within 60  
 22 days of a written request by the Designating Party, each Receiving Party must  
 23 return all Protected Material to the Producing Party or destroy such material. As  
 24 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
 25 compilations, summaries, and any other format reproducing or capturing any of the  
 26 Protected Material. Whether the Protected Material is returned or destroyed, the  
 27 Receiving Party must submit a written certification to the Producing Party (and, if  
 28 not the same person or entity, to the Designating Party) by the 60-day deadline that

1 (1) identifies (by category, where appropriate) all the Protected Material that was  
2 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
3 copies, abstracts, compilations, summaries or any other format reproducing or  
4 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
5 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
6 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
7 and trial exhibits, expert reports, attorney work product, and consultant and expert  
8 work product, even if such materials contain Protected Material. Any such archival  
9 copies that contain or constitute Protected Material remain subject to this Protective  
10 Order.

11 15. VIOLATION

12 Any violation of this Order may entitle any Party to secure any relief as the  
13 Court deems just and appropriate.

14  
15 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

16 DATED: \_\_\_\_\_

17  
18  
19 \_\_\_\_\_  
20 HON. CHARLES F. EICK  
21 UNITED STATES MAGISTRATE JUDGE  
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**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare  
 under penalty of perjury that I have read in its entirety and understand the  
 Stipulated Protective Order that was issued by the United States District Court for  
 the Central District of California on \_\_\_\_\_ [date] in the case of  
*Edgar Mendoza v. XPO Logistics Cartage, LLC dba XPO Logistics, et al.*, 2:18-cv-  
 09144-SJO-Ex.

I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order, and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly  
 promise that I will not disclose in any manner any information or item that is  
 subject to this Stipulated Protective Order to any person or entity except in strict  
 compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this Action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_